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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
Stanley Mosk Courthouse**

BRITTANI THOMAS, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 <i>et seq.</i>	)	Civil Case No.: 25STCV00503
	)	
Plaintiff,	)	COMPLAINT AND DEMAND
	)	FOR JURY TRIAL; REPRESENTATIVE
v.	)	ACTION COMPLAINT UNDER THE
	)	PRIVATE ATTORNEYS GENERAL ACT
	)	(PAGA)
MAPLE HEALTHCARE, LLC, a limited liability	)	
corporation, SNF MANAGEMENT, INC, a	)	
corporation, and DOES 1-20 inclusive,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

1 **GENERAL ALLEGATIONS**

2 Plaintiffs hereby bring this Complaint for Damages for (1) Failure to pay overtime wages (Cal. Lab.
3 Codes §§204, 223, 510, 1194 and I.W.C. Wage Orders No. 4-2001); (2) Failure to pay Minimum Wage (Cal.
4 Lab. Codes §§223, 1194, 1197, 1197.1 and I.W.C. Minimum Wage Orders); (3) Failure to Pay Earned Wages
5 Upon Discharge (Cal. Lab. Codes §§201-203); (4) Failure to Reimburse Expenses (Cal. Lab. Codes §§ 2802
6 and 2804); (5) Failure to Provide Meal Periods (Cal. Lab. Codes §§223, 226.7, 512 and I.W.C. Wage Order
7 No. 5-2001); (6) Failure to Provide Rest Periods (Cal. Lab. Code §226.7 and I.W.C. Wage Order No. 5-
8 2001); (7) Failure to Provide Itemized Wage Statements (Cal Lab. Code §226) (8) Unfair and Unlawful
9 Business Practices (Cal. Bus. and Prof. Code §17200 et seq. and Cal. Lab. Code §1199), and; (9) Private
10 Attorney's General Act Claims (Cal. Lab. Code §2698, *et seq.*)
11

12 **VENUE AND JURISDICTION**

13 1. Venue is proper in this Court, as events described in the Complaint are located within the
14 Jurisdiction.

15 **PARTIES**

16 2. At all times mentioned herein, Plaintiff BRITTANI THOMAS (hereinafter referred to as
17 "Plaintiff" or "Ms. Thomas") was a nursing assistant for MAPLE HEALTHCARE, LLC and SNF
18 MANAGEMENT, INC in the County of Los Angeles.

19 3. At all times mentioned herein, Defendant MAPLE HEALTHCARE, LLC (hereinafter referred
20 to as "MAPLE HEALTHCARE") was and is a company doing business in the County of Los Angeles that
21 jointly employed and/or assumed the employment of Ms. Thomas at times relevant herein.

22 4. At all times mentioned herein, Defendant SNF MANAGEMENT, INC (hereinafter "SNF") was
23 and is the managing and/or holding company of MAPLE HEALTHCARE that did exercise control and
24 authority over Ms. Thomas's wages, hours and working conditions during relevant times and is therefore a
25 joint employer.

26 5. All Defendants heretofore named shall hereinafter be known collectively as "Defendants."

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6. Plaintiff is ignorant of the true identity and capacity of Defendants designated as DOES 1 through 20, but will amend the Complaint when their identities have been ascertained according to proof at the time of trial. Plaintiff alleges on information and belief, however, that the named Defendants and every DOE Defendant is in some manner responsible for the acts, omissions, and conduct of Defendants, and were, and are, responsible for the injuries, damages, and harm, incurred by Plaintiff. Plaintiff further alleges on information and belief that each such designated Defendant acted, and acts, as authorized agent, representative, and associate of the Defendants in doing the things alleged herein.

BACKGROUND FACTS

7. Defendants run a Skilled Nursing Facility that provides 24-hour medical care, restorative short-term rehabilitation staff, and transitional care.

8. Ms. Thomas is a Certified Nurse Assistant (CNA) who worked for the Company from June 15, 2023 to July 24, 2024.

9. At various times throughout her employment with Defendants, Ms. Thomas was required to work off-the-clock, writing incident reports, responding to calls from management and staff regarding patients as well as a mandatory 48 hour continuing education training.

10. Ms. Thomas was never paid for this time despite management's knowledge.

11. Ms. Thomas was also required to pay for work related expenses, such as site-specific scrubs, a gate key to enter the facility, a thermometer and a blood pressure cuff, all without reimbursement.

12. Ms. Thomas was also required to use her cell phone during her shifts for communication as well as off the clock.

13. The Company did not reimburse any of these expenses.

14. Ms. Thomas was frequently unable to take all meal periods to which she was entitled.

15. At times she would be the only person on the floor and could not abandon patients, other times she was interrupted during a meal period and was unable to make up for it later.

16. No second meal period was offered for shifts lasting longer than ten (10) hours.

17. Defendants did not allow the opportunity or have any system in place for any rest breaks.

18. After Ms. Thomas' employment with the Company ended, she had not been paid all wages, meal and rest period premiums or been reimbursed all expenses.

1 19. None of these items were delineated on her pay stubs.

2 20. These practices were widespread and, under information and belief, happened to all certified
3 nurse assistants ("CNA") and all licensed vocational nurses ("LVN").

4 **FIRST CAUSE OF ACTION**

5 **AGAINST DEFENDANTS AND DOES 1-15**

6 **FOR FAILURE TO PAY OVERTIME WAGES**

7 21. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and
8 all subsequent paragraphs of the Complaint as though fully set forth herein.

9 22. Labor Code §510 and the Industrial Welfare Commission Wage Order 5-2001 ("Wage Order")
10 entitles employees to a minimum of one and one-half times their regular hourly pay for any time worked in
11 excess of eight hours and less than twelve hours in any work day, and any time in excess of forty hours in
12 any one work week. Employees are to be paid twice their regular hourly pay for any time worked in excess
13 of twelve hours in any workday.

14 23. Plaintiff, at times, worked in excess of eight hours per day and/or forty hours per week without
15 the additional compensation as required by Labor Code §510 and the Wage Order.

16 24. Defendants would implicitly or directly authorize or direct Plaintiff to work overtime only to
17 later failure to dispense the actual overtime pay in violation of Labor Code §223.

18 25. By failing to pay overtime compensation to Plaintiff, Defendants have violated Labor Code
19 §§204, 510 and 1194 and Wage Orders.

20 26. As a result of Defendants omissions, Plaintiff has been deprived of overtime compensation in an
21 amount to be determined in trial, and is entitled to recover such amounts, plus interest thereon, attorney's
22 fees and costs, under Labor Code §1194.

23 **SECOND CAUSE OF ACTION**

24 **AGAINST DEFENDANTS AND DOES 1-15**

25 **FOR FAILURE TO PAY MINIMUM WAGE**

26 27. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and
27 all subsequent paragraphs of the Complaint as though fully set forth herein.

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1 28. California Labor Code §§1194, 1197, 1197.1 and Wage Orders entitle employees to an amount
2 equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or
3 agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

4 29. Defendants failed to provide employees, including Plaintiff a daily timekeeping of all hours
5 worked.

6 30. Plaintiff regularly worked various hours each week but was always compensated the same.

7 31. As a result of these violations Plaintiff is entitled to recover such amounts as unpaid wages with
8 interest, liquidated damages, attorney's fees and cost of suit

9 **THIRD CAUSE OF ACTION**

10 **AGAINST ALL DEFENDANTS AND DOES 1-15**

11 **FOR FAILURE TO PAY EARNED WAGES UPON DISCHARGE**

12 32. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and
13 all subsequent paragraphs of the Complaint as though fully set forth herein.

14 33. California Labor Code §201 and §202 require Defendants to pay all compensation due and
15 owing to former employees of Defendants immediately upon discharge or within seventy-two hours of their
16 resignation.

17 34. California Labor Code §203 provides that if an employer willfully fails to pay compensation
18 promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable
19 for "waiting time" penalties, equivalent to one day's pay for each day the former employee goes without
20 receiving final compensation, up to thirty days.

21 35. Defendants willfully failed to pay Plaintiff - who is no longer employed by them – compensation
22 due upon termination as described herein, and is liable for waiting time penalties, attorney's fees and costs
23 of suit.

24 **FOURTH CAUSE OF ACTION**

25 **AGAINST ALL DEFENDANTS AND DOES 1-15**

26 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

27 36. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
28 subsequent paragraphs of the Complaint as though fully set forth herein.

37. California Labor Code §2802 entitles employees to be reimbursed for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. None of the reimbursements may be used as a credit against a minimum wage obligation.

38. All awards made by this court for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

39. The term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.

40. Defendants failed to indemnify Plaintiff for expenditures incurred by Plaintiff in direct consequence of the discharge of her duties, in the form of fees for use of telephones, internet, site specific scrubs, gate keys, thermometer, blood pressure cuffs and other equipment in violation of Labor Code sections 2800, 2802, and 2804.

41. Defendant failed to reimburse Plaintiff for all necessary expenditures during Plaintiff's employment.

42. As a result of these violations Plaintiff is entitled to recover such amounts, with interest, attorney's fees and cost of suit.

FIFTH CAUSE OF ACTION
AGAINST DEFENDANTS AND DOES 1-15
FOR FAILURE TO PROVIDE MEAL PERIODS

43. Plaintiffs reallege and incorporate by reference the allegations contained in all preceding and all subsequent paragraphs of the Complaint as though fully set forth herein.

44. During the majority of her employment, Plaintiff worked in excess of five hours per day without being provided at least half hour meal periods in which she was relieved of all her duties.

45. Defendants did not pay Plaintiff an additional one-hour pay at her regular rate of compensation for each missed meal period.

46. Plaintiff is entitled to an hour of additional pay for each meal period required but not given, with interest, attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION
AGAINST DEFENDANTS AND DOES 1-15
FOR FAILURE TO PROVIDE REST PERIODS

47. Plaintiffs reallege and incorporate by reference the allegations contained in all preceding and all subsequent paragraphs of the Complaint as though fully set forth herein.

48. Throughout her employment Plaintiff regularly worked without rest periods as required.

49. Defendant did not permit CNA's or LVN's to take an uninterrupted ten-minute rest period.

50. Defendants did not pay Plaintiff an additional one-hour pay at her regular rate of compensation for each missed rest period.

51. The failure to provide rest periods entitles Plaintiff to one hour of additional pay at her regular rate of compensation for each workday that the proper rest periods were not provided as well as interest, attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION
AGAINST DEFENDANTS AND DOES 1-15
FOR FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

52. Plaintiffs reallege and incorporate by reference the allegations contained in all preceding and all subsequent paragraphs of the Complaint as though fully set forth herein.

53. Labor Code section 226(a) provides, in pertinent part, that: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing "... (2) total hours worked by the employee, ..., and (9), all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

54. Defendants failed to include in its paystubs the total hours worked and the applicable hourly rates for each of Plaintiff's pay periods, permitting Plaintiff to recover up to \$4,000 pursuant to Labor Code section 226(e).

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1 55. Labor Code section 226(c) that an employer has no more than twenty-one (21) days to furnish
2 pay records upon request by an employee (or former employee) and a failure to do so entitles the employee
3 to \$750.00 pursuant to section 226(f)

4 56. Defendants knowingly failed in their affirmative obligation to keep accurate records regarding
5 time worked, overtime compensation and the premium wages owed to the employees and failed to provide
6 wage statement to Plaintiffs upon request, and therefore failed to properly and accurately itemize the gross
7 and net wages earned by Plaintiffs.

8 57. Plaintiff made multiple requests of Defendant to furnish her pay records but the records were
9 not provided.

10 58. Plaintiff was damaged due to Defendant's failure to accurately itemize her earnings. Such a
11 pattern and practice and uniform administration of policy as described herein is unlawful and creates an
12 entitlement to recovery by the Plaintiffs herein for all damages and/or penalties pursuant to Labor Code
13 section 226, including interest thereon, attorney's fees and costs of suit.

14 **EIGHTH CAUSE OF ACTION**

15 **AGAINST DEFENDANTS AND DOES 1-15**

16 **FOR UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

17 59. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all
18 subsequent paragraphs of the Complaint as though fully set forth herein.

19 60. Business and Professions Code §17200 prohibits unfair competition in the form of any unlawful,
20 unfair, or fraudulent business act or practice.

21 61. Business and Professions Code §17204 allows "any person who has suffered injury in fact and
22 has lost money or property" to prosecute a civil action for unfair and unlawful business practices.

23 62. For the duration of Plaintiff's employment, Defendants have committed unlawful, unfair, and/or
24 fraudulent business acts and practices as defined by Business and Professions Code §17200 by failing to pay
25 minimum wage and overtime for all hours worked, failing to reimburse business expenses, failing to provide
26 meal and rest breaks, failing to pay meal and rest period premiums and failing to pay all wages due upon
27 discharge.

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63. The above-described unlawful actions constitute false, unfair, fraudulent and/or deceptive business practices within the meaning of Business and Professions Code §17200, *et seq.*

64. As a result of their unlawful acts, Defendants have reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff, its employees and the public. Defendants should be made to disgorge these ill-gotten gains and pay restitution.

NINTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS

PRIVATE ATTORNEY'S GENERAL ACT CLAIMS

65. Plaintiff realleges and incorporates by reference the allegations contained in all preceding and all subsequent paragraphs of the Complaint as though fully set forth herein.

66. As a result of the acts alleged herein, Plaintiff, as an aggrieved employee within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and other current or former CNA's and LVN's of Defendants, seek the recovery of civil penalties against Defendants pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

- a. For failing to pay Plaintiffs and other CNA's and LVN's the legally-mandated minimum wage for each hour worked, in violation of Labor Code sections 1197 and 1197.1;
- b. For failing to pay Plaintiffs and other CNA's and LVN's the legally-mandated overtime wages, in violation of Labor Code sections 204, 510 and 1194 and Wage Orders
- c. For failing to indemnify Plaintiffs and other CNA's and LVN's for expenditures incurred by such employees in direct consequence of their discharge of duties, in the form of fees for use of telephones, gate keys, uniforms and medical equipment;
- d. For failing to pay wages promptly following termination of employment, or when due and payable, in violation of Labor Code sections 201, 202 and 204;
- e. For failure to Provide Meal Periods pursuant to Cal. Lab. Codes §§223, 226.7, 512 and I.W.C. Wage Order No. 5-2001
- f. For failure to Provide Rest Periods pursuant to Cal. Lab. Code §226.7 and I.W.C. Wage Order No. 5-2001) and

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1 g. For failing to maintain for and provide to Plaintiffs and other CNA's and LVN's the accurate,
2 itemized wage statements required by Labor Code sections 226(a) and (c), 1174, 1174.5, and
3 1198.

4 67. The above-referenced civil penalties shall include the recovery of amounts specified in the
5 applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall
6 include those amounts sufficient to recover underpaid wages, including all necessary expenditures or losses
7 incurred by Plaintiff and other misclassified Loan Processors, pursuant to Labor Code sections 210, 225.5,
8 226.3, 226.8, 558(a), 1197.1(a), 2802, and 2699, subdivisions (a) and (f).

9 68. Plaintiffs reserve their rights to allege any additional and all other violations of the Labor Code
10 and the Wage Order as may be disclosed in discovery and as a result of additional investigation that may be
11 pursued in this action.

12 69. On or about October 17, 2024, Plaintiff sent a letter by Certified Mail to Defendants giving notice
13 of Defendants' Labor Code and Wage Order violations, as alleged herein. A copy of said PAGA letter was
14 also submitted on the same date to the California Labor and Workplace Development Agency ("LWDA"),
15 via the online filing system required by the PAGA statute.

16 70. The October 17, 2024 letter to Defendants and the LWDA gave notice of Plaintiff's intent to
17 prosecute a private enforcement action to assess and recover civil penalties under PAGA in the event the
18 LWDA, following review, declined to investigate the asserted violations of the California Labor Code and
19 Wage Order 5-2001.

20 71. Sixty-five days have passed since notifying Defendants and the LWDA of these violations and
21 Plaintiff has not received any response, thereby exhausting Plaintiff's administrative requirements for
22 bringing a claim under the Private Attorneys General Act with respect to these violations.

23 72. Plaintiff was compelled to retain the services of counsel to file this court action to protect her
24 interests and those of Defendants' other former and current Loan Processors, and to assess and collect the
25 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which they are
26 entitled to recover under Labor Code section 2699.

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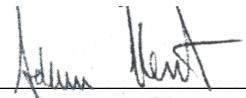
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1 **WHEREFORE PLAINTIFF PRAYS FOR JUDGMENT AGAINST DEFENDANTS AS**
2 **FOLLOWS:**

- 3 1. For special damages as to be proven at trial;
4 2. For incidental and consequential damages;
5 3. For general and compensatory damages;
6 4. For punitive damages;
7 5. For restitution of all monies due to Plaintiff and disgorgement of profits from the unlawful
8 business practices of Defendants;
9 6. For all applicable statutory penalties and damages;
10 7. For Plaintiff's reasonable attorney's fees, expenses, and costs of suit as provided by law;
11 8. For pre-judgment and post-judgment interest to the extent permitted by law;
12 9. Penalties and relief pursuant to Labor Code § 2699; and
13 10. For such other and further relief as is just and proper
14

15 Dated: 01/03/2025

LAW OFFICE OF JENNIFER B. SIVERTS

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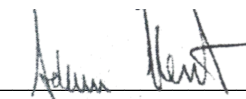
18 ADAM M. KENT
19 Attorney for Plaintiff

20
21 Demand for Jury Trial

22 Plaintiff hereby demands a jury trial in the above-captioned action.
23

24 Dated: 01/03/2025

LAW OFFICE OF JENNIFER B. SIVERTS

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27 ADAM M. KENT
28 Attorneys for Plaintiff